

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

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In the Matter of )

Global NAPs, Inc. )

Petition for Arbitration Pursuant to Section 252(b)  
of the Telecommunications Act of 1996 to  
Establish an Interconnection Agreement with  
Verizon New England Inc. d/b/a Verizon  
Massachusetts f/k/a New England Telephone and  
Telegraph Company d/b/a Bell Atlantic-Massachusetts )

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D.T.E. 02-45

**FIRST STIPULATION OF ISSUES**

**Background**

On July 30, 2002, Global NAPs, Inc. (“Global”) filed for arbitration to resolve issues arising during negotiations of an interconnection agreement with Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon”). Global identified nine issues in its arbitration petition and Verizon identified three additional issues in its response to the arbitration petition. The undersigned have reached conceptual agreement on one of the issues contained in the arbitration petition but have yet to reach agreement on contract language to implement that agreement. The remaining eleven issues and the contract language to implement the agreed issue are unresolved.

**Agreement**

**A. RESOLVED ISSUE**

**1. Issue 1 (Single POI Per LATA):**

The Parties do not dispute that the Department rulings permit GNAPs to establish a single physical point of interconnection (POI) per LATA at specified technically feasible points within

Verizon's network. However, the parties have not yet agreed to specific contract language embodying this principle. Each Parties' proposed contract language on this Issue remains as reflected in Exhibit B to Verizon's Response to GNAPs' Arbitration Petition.

**B. UNRESOLVED ISSUES**

The unresolved issues remain as follows: Issue 2 (Transport to IPs), Issue 3 (Local Calling Areas), Issue 4 (Virtual FX), Issue 5 (Change-in-law provision for the *ISP Remand Order*), Issue 6 (Two-Way Trunking), Issue 7 (Tariff References), Issue 8 (Insurance), Issue 9 (Audits), Issue 10 (Collocation), Issue 11 (Change of law), Issue 12 (Network Upgrades) and contract language to implement Issue 1 (One Physical Point of Interconnection Per LATA). Each Parties' proposed contract language with respect to these issues remains as reflected in its proposed agreement filed with GNAPs' Petition for Arbitration and Verizon's Response thereto.

VERIZON MASSACHUSETTS

By: \_\_\_\_\_  
Keefe Clemons, Attorney for Verizon Massachusetts

\_\_\_\_\_  
Date

GLOBAL NAPS, INC.

By: \_\_\_\_\_  
James R. J. Scheltema

\_\_\_\_\_  
Date